

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SUZANNE GREENE,

Plaintiff,

v.

TYLER TECHNOLOGIES, INC.,

Defendant.

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CIVIL ACTION NO.
1:19-cv-1338-AT

ORDER

This matter is before the Court on the Parties' Joint Motion for FLSA Settlement Approval [Doc. 86]. The Court has reviewed the Parties' written settlement agreement (the "Settlement Agreement"), submitted for *in camera* review, to determine its adequacy and consistency with the requirements of the Fair Labor Standards Act (the "FLSA"). *See Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). Based on its review of the Parties' Agreement and the record in this case, the Court concludes that the terms of the Settlement Agreement are fair and reasonable and represent an adequate resolution of this action; that the fees charged by Plaintiff's counsel are reasonable; and that the terms of the Settlement Agreement were reached in an adversarial context with the assistance of legal counsel. The Court notes that the Settlement Agreement includes a confidentiality provision. The Parties have represented, and the Agreement reflects, that the confidentiality provision extends only to the

amount of the settlement and not to the fact of settlement itself or the underlying conditions of Plaintiff's employment. (Joint Motion, Doc. 86 at 7.) While the Court will grant approval under the atypical circumstances presented here, it will not agree to approve similar confidentiality provisions in the future, absent extraordinary circumstances.

Accordingly, upon consideration of the parties' Joint Motion, the Court **ORDERS** that the payment of the settlement amounts referenced in the Settlement Agreement shall be made as provided in the Agreement, and the costs of litigation, including attorneys' fees, shall be paid as set forth in the Agreement. The Court **GRANTS** the Joint Motion [Doc. 86], **APPROVES** the Parties' Settlement Agreement, and hereby **DISMISSES** this case with prejudice. The Court **SHALL** retain jurisdiction over this matter until the payment terms set forth in Section 1 of the Settlement Agreement have been fulfilled.

IT IS SO ORDERED this 14th day of April, 2021.



AMY TOTENBERG
UNITED STATES DISTRICT JUDGE